

CONDITIONAL ASSIGNMENT OF TRUST DEED

FOR VALUE RECEIVED, the undersigned who is the beneficiary or his successor in interest under that certain trust deed dated November 18, 1977, executed and delivered by ROBERT W. GROTH and VICKI D. GROTH, grantor, to TRANSAMERICA TITLE INSURANCE COMPANY, trustee, in which BRIAN O'MAICIN was the beneficiary, who subsequently assigned, granted, transferred and set over to WARREN REALTY GROUP, INC., all his beneficial interest in and under said trust deed, together with the obligation therein described and referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed, which trust deed was recorded on November 18, 1977, in Book M77 at Page 22586 of the Mortgage Records of Klamath County, Oregon, and the assignment of the beneficiary's interest in which trust deed was recorded on January 19, 1978, in Volume M78 at Page 1229 of said Mortgage Records of Klamath County, Oregon, and conveying real property in said county described as follows:

Beginning at a point on the South line of Home Avenue 150 feet East from the Southeast corner of its intersection with Division Street; thence South at right angles to Home Avenue to the North line of the alley running through Block 123; thence East along the North line of said alley 50 feet; thence North at right angles to the North line of said alley to the South line of Home Avenue; thence West along the South line of Home Avenue 50 feet to the point of beginning, being a plat of ground 50 feet by 120 feet, containing one city lot more or less, and being a part of Lot 355 in Block 123, MILLS ADDITION TO THE CITY OF KLAMATH FALLS.

hereby grants, assigns, transfers and sets over to S. MAY HOLZMEYER, her executors, administrators and assigns, hereinafter called the assignee, all his beneficial interest in and under said trust deed, together with the notes, moneys and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed.

The undersigned hereby covenants to and with said assignee that the undersigned is the beneficiary or his successor in interest under said trust deed and is the owner and holder of the beneficiary interest therein; that he has good right to sell, transfer and assign the same, as aforesaid, and that there is now unpaid on the obligations secured by said trust deed the sum of not less than \$12,000.00, with interest thereon from December 19, 1977.

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This assignment is given as security to secure the payment of a promissory note dated January 9, 1978, in the face amount of \$10,896.00, and upon repayment of said promissory note, according to its terms and conditions, this assignment shall be null and void and of no further effect whatsoever.

Otherwise, the assignment shall remain in full force and effect to secure the performance of said note, and if payment and performance is not made as stated in said note, the assignee hereunder shall have the option to declare the whole amount unpaid on said note or on this assignment at once due and payable, and this assignment shall be foreclosed in the same manner as a mortgage under the laws of the State of Oregon, and at any time thereafter. In the event of any suit or action being instituted to foreclose on this assignee's interest, the assignor agrees to pay all reasonable costs incurred by the assignee for title reports and title search, all statutory costs and disbursements available to a mortgagee, and such further sums as the trial judge may adjudge reasonable as plaintiff's attorneys' fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, assignor further promises to pay such sum as the appellate court may adjudge reasonable as plaintiff's attorneys' fees on such appeal, to be secured by the lien of this assignment and included in the decree of foreclosure.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the undersigned, being a corporation, has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED this 6th day of March, 1978.

WARREN REALTY GROUP, INC.

by *R. Douglas K. Warner*
Its *Vice President*

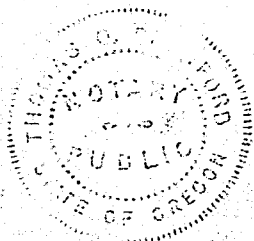
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STATE OF OREGON
County of Lincoln

} ss.

On this 6th day of March, 1978, before me personally appeared Douglas K. Warren and duly sworn, did say that they are Vice president and _____, respectively, of WARREN REALTY GROUP, INC., an Oregon corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be the voluntary act and deed of said Board of Directors.



Thomas O. Sanford
Notary Public for the State of Oregon

My commission expires: 6/15/81

STATE OF OREGON

County of Klamath

} ss.

Return To:
Warren Realty Group, Inc.
P.O. Box 179
Newport, Oregon 97365

I certify that the within instrument was received for record on the 9th day of March, 1978, at 10:51 o'clock A.M., and recorded in book M78 on page 4473 or as file/reel number 44345, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. B. Milne
Recording Officer

By Suzanne A. Heltsch Deputy

Fee \$9.00